

**ZB# 90-12**

**Joseph Peragine**

**7-3-1**

Prelim.

Sept. 23, 1990.

Bd. meeting

- ① Photos w/
- ② Area of coverage
- ③ Copy of Deed &  
Title Policy

Public Hearing:

June 11, 1990.

✓ Notice to Sentinel - 5/14/90.

Adjourned 2 wks -

June 25th

File in Aps - Dev.  
Cov.

6/25/90 - Public Hearing. Reopened?

Denied -

15 ft. rear yard  
variance

#90-12 - Peragine,  
Jos.  
area -

**General Receipt**

11463

**TOWN OF NEW WINDSOR**  
555 Union Avenue  
New Windsor, N. Y. 12550

Received of Joseph J. Beragone June 26 19 90 \$ 25. <sup>00</sup>/<sub>100</sub>

Twenty-five and 00 DOLLARS

For ZBA Application Dec #90-12

DISTRIBUTION:

FUND	CODE	AMOUNT
CR# 887		25.00

By Pauline J. Townsend  
Town Clerk  
Title

Williamson Law Book Co., Rochester, N. Y. 14609

**Oxford<sup>®</sup>**

ESSELTE

MADE IN U.S.A.

NO. 753 1/5

NEW WINDSOR ZONING BOARD OF APPEALS

-----X

In the Matter of the Application of

DECISION DENYING  
AREA VARIANCES

JOSEPH T. PERAGINE

#90-12.

-----X

WHEREAS, JOSEPH T. PERAGINE, 2 Park Hill Drive, New Windsor, N. Y. 12553, has made application before the Zoning Board of Appeals for a 15 ft. rear yard variance to construct a deck at the above location in an R-4 zone; and

WHEREAS, a public hearing was held on the 11th day of June, 1990 and adjourned to, and continued on, the 25th day of June, 1990 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, the applicant appeared in behalf of himself; and

WHEREAS, there were two spectators appearing in opposition to the application and they objected to the variance on the grounds that they did not see the need for a deck as large as the applicant proposes; they felt that the proposed deck is larger than the need or the use of the property indicates; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following findings in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and published in The Sentinel, also as required by law.

2. The evidence shows that Applicant is seeking permission to vary the bulk regulations with regard to rear yard in order to construct a deck to the rear of his residential dwelling located at the above address in an R-4 zone.

3. The evidence presented by Applicant substantiated the fact that the variance aforesaid would be required in order for Applicant to construct a deck which otherwise would conform to the bulk regulations contained in the R-4 zone. However, the Applicant failed to prove that rejection of the same would cause practical difficulty to the applicant since the relief sought by the applicant is substantial with relation to the bulk regulations contained in the R-4 zone.

4. The large size of the proposed deck, and its location on the lot, indicate that the applicant has not sought the minimum variance which will accomplish his intended purpose. If the deck were reduced in size and/or relocated to another part

of the lot, the variance request could be minimized considerably or obviated entirely.

5. The requested variance will result in substantial detriment to adjoining properties and change the character of the neighborhood.

6. There are other feasible methods available to Applicant which can produce the necessary results other than the variance procedure.

7. The interest of justice would not be served by allowing the granting of the requested variance.

NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor DENY a 15 ft. rear yard variance as sought by Applicant in accordance with plans filed with the Building Inspector and presented at the public hearing.

BE IT FURTHER,

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and applicant.

Dated: August 13, 1990.

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Chairman

(ZBA DISK#5-053085.FD)

Amended  
at 6/25/90  
P.H.

TOWN OF NEW WINDSOR  
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE OR SPECIAL PERMIT

# 90-12.

Date: 5/11/90

I. Applicant Information: ✓

- (a) JOSEPH T. PERAGINE, 2-PARK HILL DRIVE, NEW WINDSOR, N.Y. (914) 565-1739  
(Name, address and phone of Applicant) (Owner)  
(b) or contact # 212-486-1315  
(Name, address and phone of purchaser or lessee)  
(c) \_\_\_\_\_  
(Name, address and phone of attorney)  
(d) \_\_\_\_\_  
(Name, address and phone of broker)

II. Application type:

- ☐ Use Variance ☐ Sign Variance  
☒ Area Variance ☐ Interpretation.

III. Property Information: ✓

- (a) RES-2 2-PARK HILL DRIVE 7-3-1 .36+ Acre  
(Zone) (Address) (S B L) (Lot size)  
(b) What other zones lie within 500 ft.?  
(c) Is a pending sale or lease subject to ZBA approval of this application? NO  
(d) When was property purchased by present owner? February 1986  
(e) Has property been subdivided previously? NO When? \_\_\_\_\_  
(f) Has property been subject of variance or special permit previously? NO ~~YES~~ When? 8-29-89  
(g) Has an Order to Remedy Violation been issued against the property by the Zoning Inspector? NO  
(h) Is there any outside storage at the property now or is any proposed? Describe in detail: YES, THERE IS A SHED (wood) on the property that existed before ownership.

IV. Use Variance: N/A

- (a) Use Variance requested from New Windsor Zoning Local Law, Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs., Col. \_\_\_\_\_, to allow:  
(Describe proposal) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- (b) <sup>11/10</sup> The legal standard for a "Use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

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\* V. Area variance: ✓

- (a) Area variance requested from New Windsor Zoning Local Law, Section 48-12, Table of Use/Blk. Regs., Col. G.

Requirements	Proposed or Available	Variance Request
Min. Lot Area		
Min. Lot Width		
Reqd. Front Yd.		
Reqd. Side Yd. <u>1</u>	<u>1</u>	<u>1</u>
Reqd. Rear Yd.		
Reqd. Street		
* Frontage* <u>3.5 Selva</u>		
Max. Bldg. Hgt.		
Min. Floor Area*		
* Dev. Coverage* <u>33 Selva</u> %	%	%
Floor Area Ratio**		

\* Residential Districts only

\*\* Non-residential districts only

- (b) ✓ The legal standard for an "AREA" variance is practical difficulty. Describe why you feel practical difficulty will result unless the area variance is granted. Also, set forth any efforts you have made to alleviate the difficulty other than this application.

I have state property, one road is a state highway and one a city highway and I want to enjoy the beauty of the house inside and out. Due to the heavy amount of traffic in the front and side of my property the deck would allow me to utilize the rear portion of my yard

VI. Sign Variance: NA

- (a) Variance requested from New Windsor Zoning Local Law, Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs., Col. \_\_\_\_\_.

	Requirements	Proposed or Available	Variance Request
Sign 1			
Sign 2			
Sign 3			
Sign 4			
Sign 5			
Total	_____ sq.ft.	_____ sq.ft.	_____ sq.ft.

- (b) <sup>N/A</sup> Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or oversize signs.

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- (c) <sup>N/A</sup> What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

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VII. Interpretation: <sup>N/A</sup>

- (a) Interpretation requested of New Windsor Zoning Local Law, Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs., Col. \_\_\_\_\_.

- (b) Describe in detail the proposal before the Board:

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VIII. Additional comments: ✓

- (a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning Local Law is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

Once deck is installed landscaping will be done around deck to beautify zone. Deck will be freestanding from house to minimize any fire danger - treated wood will be used. Drainage will be provided.

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IX. Attachments required: ✓

- ☒ Copy of letter of referral from Bldg./Zoning Inspector.
- ☒ Copy of tax map showing adjacent properties.
- ☒ Copy of contract of sale, lease or franchise agreement.
- ☒ Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot.
- ☒ <sup>N/A</sup> Copy(ies) of sign(s) with dimensions.
- ☒ Check in the amount of \$ 25.00 payable to TOWN OF NEW WINDSOR.
- ☒ Photos of existing premises which show all present signs and landscaping.



X. AFFIDAVIT

Date May 7/1990

STATE OF NEW YORK )  
COUNTY OF ORANGE ) SS.:

The undersigned Applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his knowledge or to the best of his information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance or permit granted if the conditions or situation presented herein are materially changed.

[Signature]  
(Applicant)

Sworn to before me this

14th day of May, 1990.  
Patricia A. Barnhart

PATRICIA A. BARNHART  
Notary Public, State of New York  
No. 01BA4804434  
Qualified in Orange County  
Commission Expires August 31, 1991.

XI. ZBA Action:

- (a) Public Hearing date \_\_\_\_\_
- (b) Variance is \_\_\_\_\_  
Special Permit is \_\_\_\_\_
- (c) Conditions and safeguards: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

A FORMAL DECISION WILL FOLLOW  
WHICH WILL BE ADOPTED BY  
RESOLUTION OF ZONING BOARD OF APPEALS.



1763

# TOWN OF NEW WINDSOR

555 UNION AVENUE  
NEW WINDSOR, NEW YORK

44

May 1, 1990

Mr. Joseph T. Peragine  
2 Park Hill Drive  
New Windsor, NY 12553

Re: Tax Map Parcel #7-3-1

Dear Mr. & Mrs. Peragine:

According to our records, the attached list of property owners are within five hundred (500) feet of the above mentioned property.

The charge for this service is \$65.00, minus your deposit of \$25.00.

Please remit the balance of \$40.00 to the Town Clerk, Town of New Windsor, NY.

Sincerely,

*L. Cook*

LESLIE COOK  
Sole Assessor

LC/cad  
Attachments  
cc: Patricia Barnhart

Mesaris, Joan X  
7 Park Hill Dr.  
New Windsor, NY 12553

Ronsini, Frank X  
9 Park Hill Dr.  
New Windsor, NY 12553

Denny, William & Concetta  
2 Herbert Hoover Dr.  
New Windsor, NY 12553

Gaudioso, Bartholomew R. & Marie  
4 Herbert Hoover Dr.  
New Windsor, NY 12553

Muscarella, Lenin & Anne X  
6 Herbert Hoover Dr.  
New Windsor, NY 12553

Kun, Julius & Susanne X  
8 Herbert Hoover Dr.  
New Windsor, NY 12553

Fitzgerald, William J. & Lorraine M.  
1 Herbert Hoover Dr.  
New Windsor, NY 12553 X

Goldfluss, John L. & Karen J.  
7 Herbert Hoover Dr.  
New Windsor, NY 12553

Walsh, Edward P. & Joan L.  
5 Herbert Hoover Dr.  
New Windsor, NY 12553

Bennett, John F. & Hilda M.  
3 Herbert Hoover Dr.  
New Windsor, NY 12553

Horan, Edward G. & Dina M.  
4 Park Hill Dr. X  
New Windsor, NY 12553

Tucker, Harold & Frances T.  
6 Park Hill Dr.  
New Windsor, NY 12553

Petro, John & Martha  
8 Park Hill Dr.  
New Windsor, NY 12553

Rizzuto, Robert & Margaret X  
10 Park Hill Dr.  
New Windsor, NY 12553

Ferraiulo, Anthony P. & Shirley P.  
11 Cimorelli Dr.  
New Windsor, NY 12553 X

Gearn, Helen Vernooy  
9 Cimorelli Dr.  
New Windsor, NY 12553 X

Konovalenko, Vasily & Anna  
7 Cimorelli Dr.  
New Windsor, NY 12553

Cleary, Kevin R.  
5 Cimorelli Dr.  
New Windsor, NY 12553 X

Davis, Paul J. & Ruth W.  
3 Cimorelli Dr.  
New Windsor, NY 12553

Coe, Russell H. & Marlis F.  
1 Cimorelli Dr.  
New Windsor, NY 12553 X

Mugnano, Pasquale F. & Anna Maria  
2 Cimorelli Dr.  
New Windsor, NY 12553

Laudato, Alberto & Anna Rose  
4 Cimorelli Dr.  
New Windsor, NY 12553 X

Katz, Seymour & Rae  
6 Cimorelli Dr.  
New Windsor, NY 12553 X

Clayton, Charles D. & Mary Elizabeth  
8 Cimorelli Dr.  
New Windsor, NY 12553 X

Blumenthal, Judah M. & Donna Irene  
10 Cimorelli Dr.  
New Windsor, NY 12553

Tom, Wai King & Victor  
1 Park Hill Dr.  
New Windsor, NY 12553 X

Dubaldi, Carmen R. & Louise A.  
3 Park Hill Dr.  
New Windsor, NY 12553 X

Guadagno, John Anthony & Concetta Mary  
5 Park Hill Dr.  
New Windsor, NY 12553 X

Clinton, Frank & Sally X  
452 Union Ave.  
New Windsor, NY 12553

Sperrey, Llewellyn A. & Mary B.  
505 Union Ave.  
New Windsor, NY 12553 X

Paolo, Elizabeth X  
505 Union Ave.  
New Windsor, NY 12553

Mc Phillips, William & Eda  
481 Union Ave.  
New Windsor, NY 12553

Zamzow, Carl H. III & Regina D. X  
20 Cimorelli Dr.  
New Windsor, NY 12553

Nasser, Roland G. & Betty M.  
22 Cimorelli Dr.  
New Windsor, NY 12553 X

Grehl, James A. & Judy Lynn  
24 Cimorelli Dr.  
New Windsor, NY 12553 X

Lestrangle, Richard & Nancy D.  
26 Cimorelli Dr.  
New Windsor, NY 12553 X

Verzi, Matteo Jr. & Emily E.  
28 Cimorelli Dr.  
New Windsor, NY 12553

Marcantonio, Nicholas & Charlotte  
30 Cimorelli Dr.  
New Windsor, NY 12553

Riccio, Albert J. & Gladys M.  
17 Cimorelli Dr.  
New Windsor, NY 12553 X

Cuomo, Paul & Jacqueline L.  
478 Union Ave.  
New Windsor, NY 12553 X

Lindenauer, Harvey & Maxine E.  
15 Cimorelli Dr.  
New Windsor, NY 12553

Spicci, Patricia A. & Soukup, Vincent L.  
13 Cimorelli Dr.  
New Windsor, NY 12553

Decrosta, Marino L. & Rita M. X  
12 Park Hill Dr.  
New Windsor, NY 12553

Deho, John R. & Constance M. X  
9 Ona Lane  
New Windsor, NY 12553

Rabe, Helen B. X  
7 Ona Lane  
New Windsor, NY 12553

Sgammato, Clara X  
5 Ona Lane  
New Windsor, NY 12553

Litterilla, Thomas J.  
11 Park Hill Dr.  
New Windsor, NY 12553

Lyden, John & Theresa A. X  
13 Park Hill Dr.  
New Windsor, NY 12553

Dunikowski, John & Ann X  
15 Park Hill Dr.  
New Windsor, NY 12553

# SIZE DECK 28 FT. BY 18 FT.

ALL PRESSURE TREATED WOOD

2 X 6 DECKING

2 X 8 FLOOR JOIST

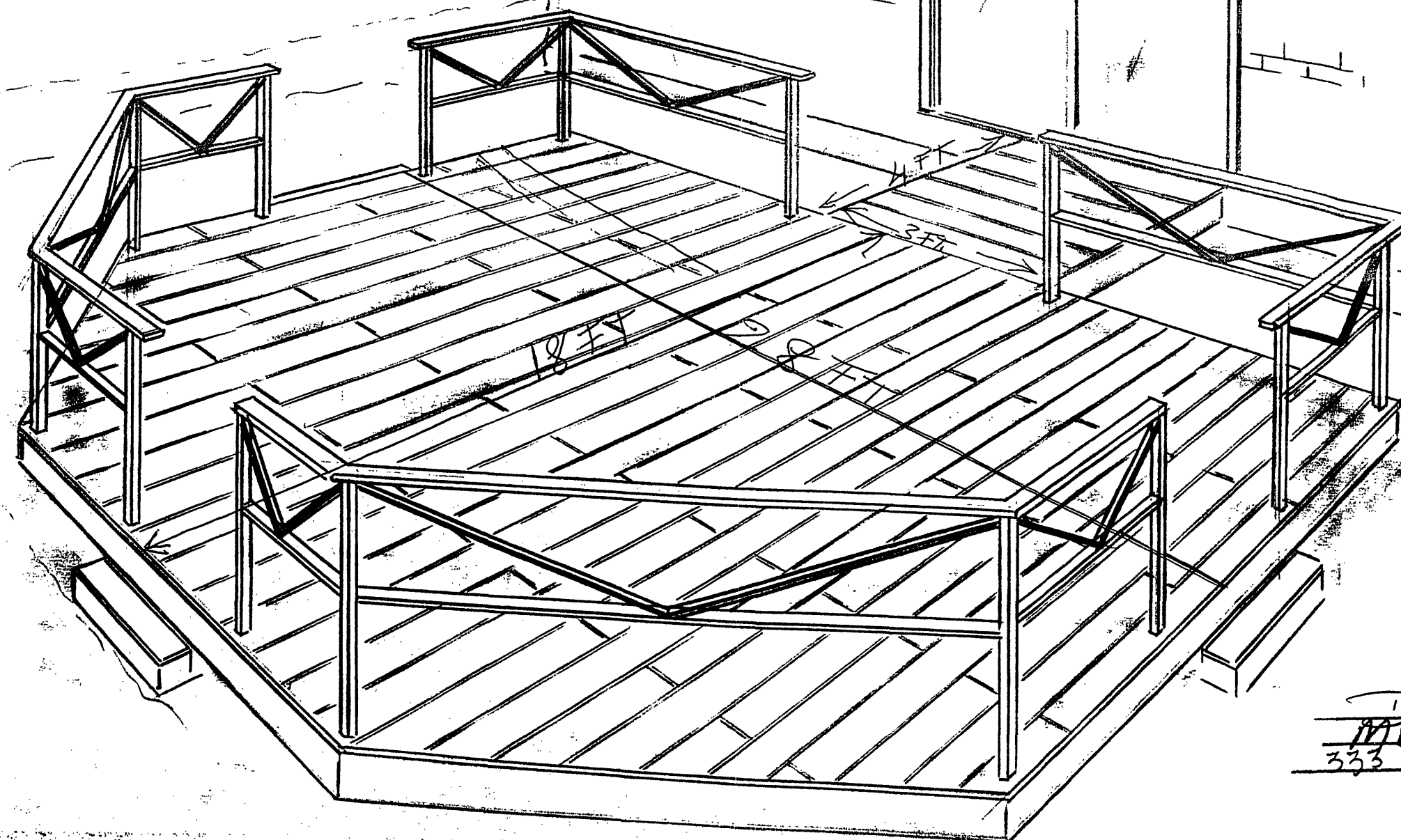
2 X 6 BEAM

6 X 6 POST

2 FT. ABOVE GROUND

2 X 4 RAILING

1 X 3 FT. - STEPS



DESIGNED ESPECI  
MR. PERAGINE  
333 E. 55 STREET, N.Y.





PUBLIC NOTICE OF HEARING BEFORE  
ZONING BOARD OF APPEALS  
TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals  
of the TOWN OF NEW WINDSOR, New York will hold a  
Public Hearing pursuant to Section 48-34A of the  
Zoning Local Law on the following proposition:

Appeal No. 12

Request of JOSEPH T. PERAGINE

for a VARIANCE of  
the regulations of the Zoning Local Law to  
permit construction of deck with insufficient rear yard;

being a VARIANCE of

Section 48-12 - Table of Use/Bulk Regs.-Col. G

for property situated as follows:

2 Park Hill Drive, New Windsor, N. Y. 12553

known and designated as tax map Section 7 - Block 3 -

Lot 1.

SAID HEARING will take place on the 11th day of  
June, 1990, at the New Windsor Town Hall,  
555 Union Avenue, New Windsor, N. Y. beginning at  
7:30 o'clock P. M.

RICHARD FENWICK  
Chairman



# TOWN OF NEW WINDSOR

555 UNION AVENUE  
NEW WINDSOR, NEW YORK

Prelim.

4/23/90 -

7:30  
p.m.

1763 NOTICE OF DISAPPROVAL OF BUILDING PERMIT

FILE NUMBER

90-7 Peragine  
TO: JOSEPH ~~PERAGINE~~  
2 PARK HILL DR.  
NEW WINDSOR, NY. 12550

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED 4/11/90  
FOR PERMIT TO CONSTRUCT DECK  
AT 2 PARK HILL DR. IS DISSAPPROVED ON THE  
FOLLOWING GROUNDS NEEDS 40' REAR YARD - WILL HAVE 21'

ZONE R-4 TYPE OF VARIANCE AREA REAR YARD.

REQUIREMENTS

PROPOSED

VARIANCE

40'

21'

19'

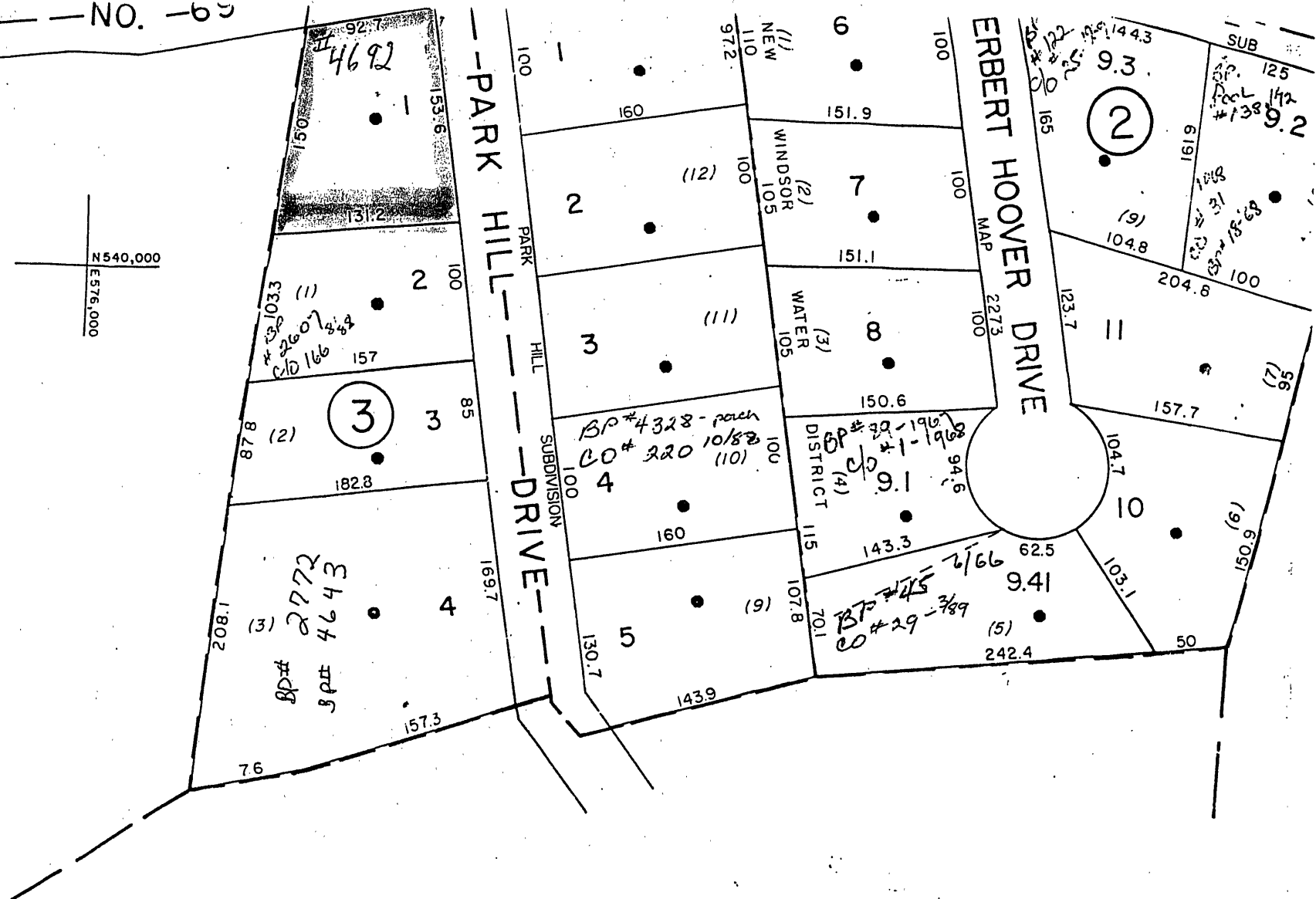
CALL PAT BARNHART (ZBA SECRETARY) AT 565-8550 FOR APPOINTMENT

Dino J. Scamaroni

BUILDING/ZONING INSPECTOR 4/18/90

HWY NO. 69

N 540,000  
E 576,000



## IMPORTANT

### REQUIRED INSPECTIONS OF CONSTRUCTION - YOU MUST CALL FOR THESE

OTHER INSPECTIONS WILL BE MADE IN MOST CASES, BUT THOSE LISTED BELOW MUST BE MADE OR CERTIFICATE OF OCCUPANCY MAY BE WITHHELD. DO NOT MISTAKE AN UNSCHEDULED INSPECTION FOR ONE OF THOSE LISTED BELOW. UNLESS AN INSPECTION REPORT IS LEFT ON THE JOB INDICATING APPROVAL OF ONE OF THESE INSPECTIONS, IT HAS NOT BEEN APPROVED, AND IT IS IMPROPER TO CONTINUE BEYOND THAT POINT IN THE WORK. ANY DISAPPROVED WORK MUST BE REINSPECTED AFTER CORRECTION.

CALL ONE DAY AHEAD FOR ALL INSPECTIONS TO AVOID DELAYS - 565-8807

- 1-WHEN EXCAVATING IS COMPLETE AND FOOTING FORMS ARE IN PLACE (BEFORE POURING).
- 2-FOUNDATION INSPECTION - CHECK HERE FOR WATERPROOFING AND FOOTING DRAINS.
- 3-INSPECT GRAVEL BASE UNDER CONCRETE FLOORS, AND UNDERSLAB PLUMBING.
- 4-WHEN FRAMING IS COMPLETED, AND BEFORE IT IS COVERED FROM INSIDE, AND PLUMBING ROUGH-IN.
- 5-INSULATION.
- 6-PLUMBING FINAL & FINAL. HAVE ON HAND ELECTRICAL INSPECTION DATA PER THE BOARD OF FIRE UNDERWRITERS, AND FINAL CERTIFIED PLOT PLAN. BUILDING IS TO BE COMPLETE AT THIS TIME.
- 7-DRIVEWAY INSPECTION MUST MEET APPROVAL OF TOWN HIGHWAY INSPECTOR.
- 8-\$20.00 CHARGE FOR ANY SITE THAT CALLS FOR THE SAME INSPECTION TWICE.
- 9-PERMIT NUMBER MUST BE CALLED IN WITH EACH INSPECTION.
- 10-THERE WILL BE NO INSPECTIONS UNLESS YELLOW PERMIT CARD IS POSTED.
- 11-SEWER PERMITS MUST BE OBTAINED ALONG WITH BUILDING PERMITS FOR NEW HOUSES.
- 12-SPETIC PERMIT MUST BE SUBMITTED WITH ENGINEER'S DRAWING & PERC TEST.
- 13-ROAD OPENING PERMITS MUST BE OBTAINED FROM TOWN CLERK'S OFFICE.

Name of Owner of Premises ..... Joseph Paragione .....

Address..... 2 Park Hill Dr. ..... Phone (212) 486-1315 .....

Name of Architect.....

Address..... Phone .....

Name of Contractor ..... Brian Clevelando .....

Address..... 7 Travis Lane ..... Phone 566-1410 .....

State whether applicant is owner, lessee, agent, architect, engineer or builder..... Builder .....

If applicant is a corporation, signature of duly authorized officer.

.....  
(Name and title of corporate officer)

1. On what street is property located? On the..... West ..... side of..... Park Hill Dr .....

and ..... 35' ..... feet from the intersection of..... Union Ave .....

2. Zone or use district in which premises are situated ..... R-4 .....

3. Tax Map description of property: Section..... 7 ..... Block..... 7 ..... Lot..... 1 .....

CALL ONE DAY AHEAD FOR ALL INSPECTIONS TO AVOID DELAYS - 565-8807

- 1-WHEN EXCAVATING IS COMPLETE AND FOOTING FORMS ARE IN PLACE (BEFORE POURING).
- 2-FOUNDATION INSPECTION - CHECK HERE FOR WATERPROOFING AND FOOTING DRAINS.
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- 13-ROAD OPENING PERMITS MUST BE OBTAINED FROM TOWN CLERK'S OFFICE.

Name of Owner of Premises Joseph Poragane

Address 2 Park Hill Dr. Phone (212) 486-1315

Name of Architect.....

Address..... Phone .....

Name of Contractor Brian Cleveland

Address 7 Travis Lane Phone 566-1410

State whether applicant is owner, lessee, agent, architect, engineer or builder: Builder

If applicant is a corporation, signature of duly authorized officer.

(Name and title of corporate officer)

1. On what street is property located? On the West side of Park Hill Dr  
(N. S. E. or W.)

and 35' feet from the intersection of Union Ave

2. Zone or use district in which premises are situated R-4

3. Tax Map description of property: Section 7 Block 3 Lot 1

4. State existing use and occupancy of premises and intended use and occupancy of proposed construction:

a. Existing use and occupancy Single Family b. Intended use and occupancy Same

5. Nature of work (check which applicable): New Building.....Addition.....Alteration.....Repair.....Removal.....

Demolition.....Other...New Deck

6. Size of lot: Front..... Rear..... Depth..... Front Yard..... Rear Yard..... Side Yard.....

Is this a corner lot? Yes

Approx 16' x 28'

7. Dimensions of entire new construction: Front..... Rear..... Depth..... Height..... Number of stories.....

8. If dwelling, number of dwelling units..... Number of dwelling units on each floor.....

Number of bedrooms..... Baths..... Toilets.....

Heating Plant: Gas..... Oil..... Electric...../Hot Air..... Hot Water.....

If Garage, number of cars.....

9. If business, commercial or mixed occupancy, specify nature and extent of each type of use.....

10. Estimated cost \$220,000 Fee \$20

(to be paid on filing this application)

Costs for the work described in the Application for Building Permit include the cost of all the construction and other work done in connection therewith, exclusive of the cost of the land. If final cost shall exceed estimated cost, an additional fee may be required before the issuance of Certificate of Occupancy.

TOWN OF NEW WINDSOR, ORANGE COUNTY, N. Y.

Examined.....19.....  
Approved.....19.....  
Disapproved a/c.....  
Permit No. ....

Office of Building Inspector  
Michael L. Babcock  
Town Hall, 555 Union Avenue  
New Windsor, New York 12550  
Telephone 565-8807

Refer —

Planning Board.....  
Highway.....  
Sewer.....  
Water.....  
Zoning Board of Appeals .....

APPLICATION FOR BUILDING PERMIT

Pursuant to New York State Building Code and Town Ordinances

Date.....4/11.....1990.....

INSTRUCTIONS

- This application must be completely filled in by typewriter or in ink and submitted in duplicate to the Building Inspector.
- Plot plan showing location of lot and buildings on premises, relationship to adjoining premises or public streets or areas, and giving a detailed description of layout of property must be drawn on the diagram which is part of this application.
- This application must be accompanied by two complete sets of plans showing proposed construction and two complete sets of specifications. Plans and specifications shall describe the nature of the work to be performed, the materials and equipment to be used and installed and details of structural, mechanical and plumbing installations.
- The work covered by this application may not be commenced before the issuance of a Building Permit.
- Upon approval of this application, the Building Inspector will issue a Building Permit to the applicant together with approved set of plans and specifications. Such permit and approved plans and specifications shall be kept on the premises, available for inspection throughout the progress of the work.
- No building shall be occupied or used in whole or in part for any purpose whatever until a Certificate of Occupancy shall have been granted by the Building Inspector.

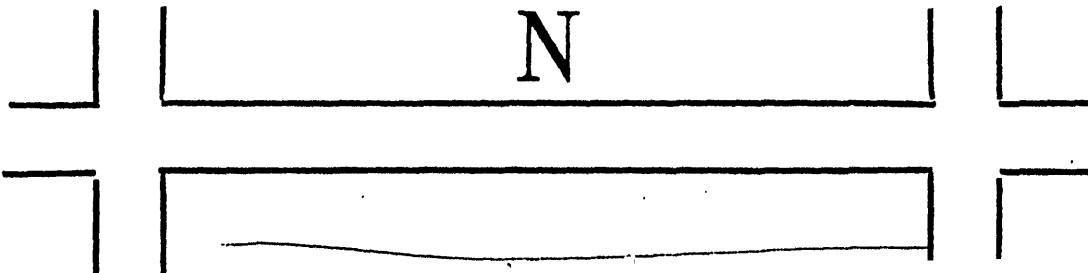
APPLICATION IS HEREBY MADE to the Building Inspector for the issuance of a Building Permit pursuant to the New York Building Construction Code Ordinances of the Town of New Windsor for the construction of buildings, additions or alterations, or for removal or demolition or use of property, as herein described. The applicant agrees to comply with all applicable laws, ordinances, regulations and certifies that he is the owner or agent of all that certain lot, piece or parcel of land and/or building described in this application and if not the owner, that he has been duly and properly authorized to make this application and to assume responsibility for the owner in connection with this application.

*Don K. Cleveland*  
(Signature of Applicant)

*7 Travis Lane Newburg*  
(Address of Applicant)

PLOT PLAN

NOTE: Locate all buildings and indicate all set-back dimensions.  
Applicant must indicate the building line or lines clearly and distinctly on the drawings.



Planning Board.....  
Highway.....  
Sewer.....  
Water.....  
Zoning Board of Appeals.....

APPLICATION FOR BUILDING PERMIT  
Pursuant to New York State Building Code and Town Ordinances

Date.....4/11.....1990.....

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- This application must be completely filled in by typewriter or in ink and submitted in duplicate to the Building Inspector.
- Plot plan showing location of lot and buildings on premises, relationship to adjoining premises or public streets or areas, and giving a detailed description of layout of property must be drawn on the diagram which is part of this application.
- This application must be accompanied by two complete sets or plans showing proposed construction and two complete sets of specifications. Plans and specifications shall describe the nature of the work to be performed, the materials and equipment to be used and installed and details of structural, mechanical and plumbing installations.
- The work covered by this application may not be commenced before the issuance of a Building Permit.
- Upon approval of this application, the Building Inspector will issue a Building Permit to the applicant together with approved set of plans and specifications. Such permit and approved plans and specifications shall be kept on the premises, available for inspection throughout the progress of the work.
- No building shall be occupied or used in whole or in part for any purpose whatever until a Certificate of Occupancy shall have been granted by the Building Inspector.

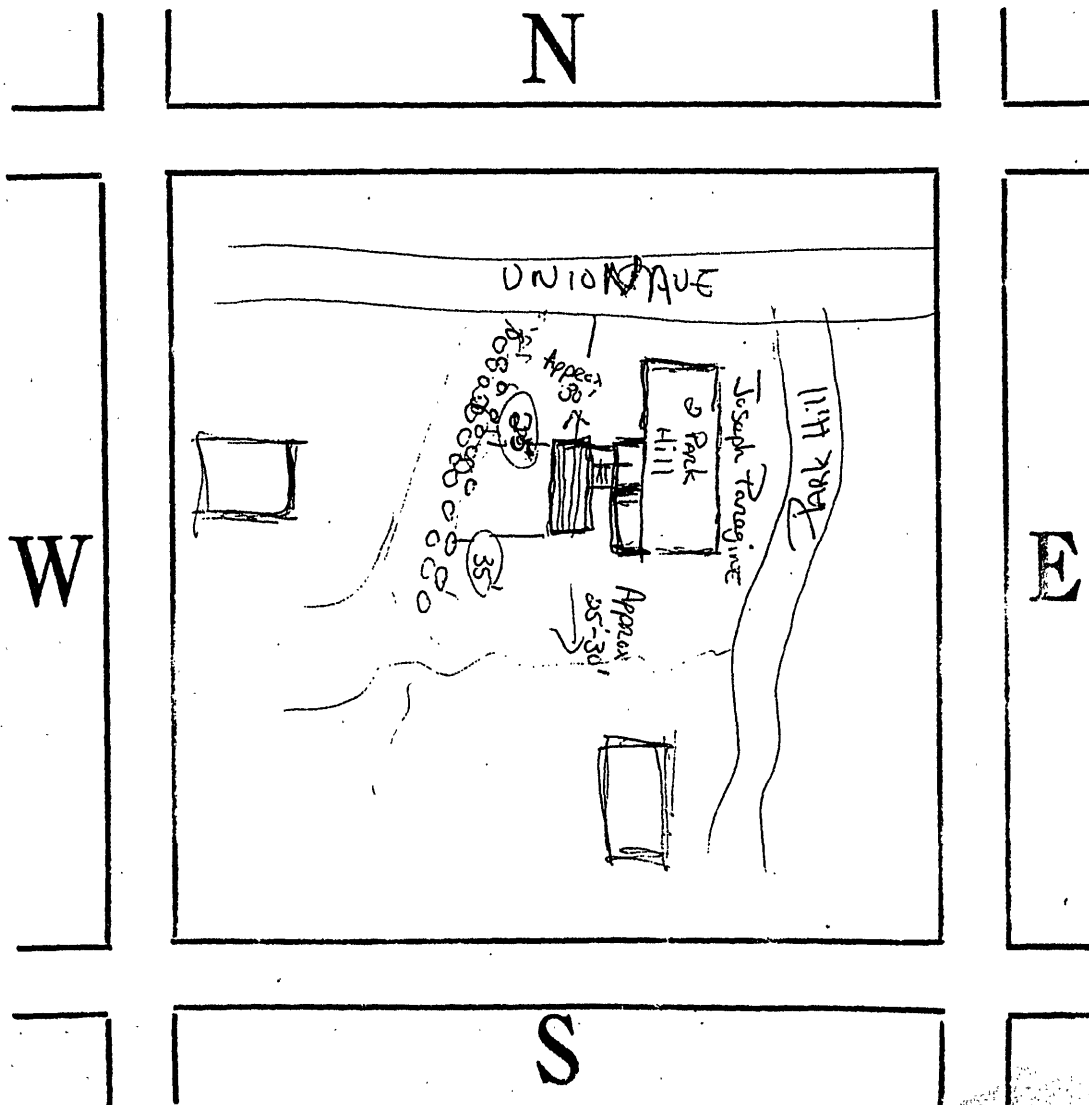
APPLICATION IS HEREBY MADE to the Building Inspector for the issuance of a Building Permit pursuant to the New York Building Construction Code Ordinances of the Town of New Windsor for the construction of buildings, additions or alterations, or for removal or demolition or use of property, as herein described. The applicant agrees to comply with all applicable laws, ordinances, regulations and certifies that he is the owner or agent of all that certain lot, piece or parcel of land and/or building described in this application and if not the owner, that he has been duly and properly authorized to make this application and to assume responsibility for the owner in connection with this application.

*Frank Cleveland*  
(Signature of Applicant)

7 Travis Lane Newburg  
(Address of Applicant)

PLOT PLAN

NOTE: Locate all buildings and indicate all set-back dimensions.  
Applicant must indicate the building line or lines clearly and distinctly on the drawings.



6/11/90 Public Hearing - Peragine - # 90-12.

Name:

Address:

Brian Cleveland

7 Travis Lane

Dina Noron

4 Park Hill Dr



## Contract of Sale

Date.....1985

Seller and Purchaser agree as follows:

**Parties**

Seller PAUL WILSON, JR., and MARIAN WILSON, residing at No. 2 Park Hill  
address: Drive, Town of New Windsor, County of Orange, State of New York,

Purchaser JOSEPH THOMAS PERAGINE, residing at 333 E 55th Street No. 10G  
address: New York, New York 10022;

**Purchase  
agreement  
Property**

1. Seller shall sell and Purchaser shall buy the Property on the terms stated in this Contract.
2. The Property is described as follows:



SEE SCHEDULE A ANNEXED HERETO

Buildings and  
improvements  
Streets,  
assignment  
of unpaid  
awards

Fixtures,  
personal  
property

The sale includes:

(a) All buildings and improvements, on the Property.

(b) All right, title and interest, if any, of Seller in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the Property to the center line thereof. It also includes any right of Seller to any unpaid award to which Seller may be entitled (1) due to taking by condemnation of any right, title or interest of Seller and (2) for any damage to the Property due to change of grade of any street or highway. Seller will deliver to Purchaser at Closing, or thereafter, on demand, proper instruments for the conveyance of title and the assignment and collection of the award and damages.

(c) All fixtures and articles of personal property attached to or used in connection with the Property, unless specifically excluded below. Seller represents that they are paid for and owned by Seller free and clear of any lien other than the Existing Mortgage(s). They include but are not limited to plumbing, heating, lighting and cooking fixtures, fire, smoke, and burglar alarms, radio and television serials, blinds, shades, screens, awnings, storm windows, window boxes, storm doors, mail boxes, weather vanes, flagpoles, pumps, shrubbery, clothes washers, clothes dryers, garbage disposal units, ranges, refrigerators, freezers, air conditioning equipment and installations, and wall to wall carpeting.

Excluded from this sale are:

Furniture and household furnishings

Included in this sale are: Range, refrigerator, dishwasher, washer and dryer.

Price

3. The purchase price is ..... \$ 95,000.00  
payable as follows:

On the signing of this Contract, by check subject to  
collection: (Of which \$100. has already been paid) ..... \$ 30,000.00

By allowance for the principal amount still unpaid  
on the Existing Mortgage: .....

By a Purchase Money Note and Mortgage from

Purchaser (or assigns) to Seller: .....

BALANCE AT CLOSING ..... \$ 65,000.00

The BALANCE AT CLOSING shall be paid in cash or good certified check, or official check of any bank, savings bank, trust company, or savings and loan association having a banking office in the State of New York. A check must be payable to the order of Seller, or to the order of Purchaser and duly endorsed by Purchaser (if other than a corporation) to the order of Seller in the presence of Seller or Seller's attorney.

Existing  
Mortgage

4. The Property will be conveyed subject to the continuing lien of the following mortgage ("Existing Mortgage"):  
Mortgage now in the unpaid principal amount of \$ ..... and interest at the rate of %  
per year, presently payable in ..... installments of \$ ..... which includes principal, interest,

and with any balance of principal being due and payable on ..... 19 .....

Purchase  
money  
mortgage

5. If a purchase money note and mortgage is to be given it shall be drawn by the attorney for the Seller. Purchaser shall pay for the mortgage recording tax, recording fees and the charge for drawing the note and mortgage.

The purchase money note and mortgage shall provide that it will always be subject to the prior lien of any Existing Mortgage is extended, consolidated or refinanced in good faith.

the transfer  
subject to

6. The Property is to be conveyed subject to:

- (a) Applicable zoning and governmental regulations that affect the use and maintenance of the Property provided that they are not violated by buildings and improvements on the Property.
- (b) Conditions, agreements, restrictions and easements of record.
- (c) Any state of facts an inspection or survey of the Property may show if it does not make the title to the Property unmarketable.
- (d) Existing tenancies.
- (e) Unpaid assessments payable after the date of the transfer of title.

Use of  
purchase  
price to pay  
encumbrances

7. Seller may pay and discharge any liens and encumbrances not provided for in this Contract. Seller may make payment out of the balance of the Purchase Price paid by Purchaser on the transfer of title.

Deed and  
transfer  
taxes

8. At the Closing Seller shall deliver to Purchaser a Bargain & Sale w/ covenants against grantor's deed so as to convey a fee simple title to the Property free and clear of all encumbrances except as stated in this Contract. The deed shall be prepared, signed and acknowledged by Seller and transfer tax stamps in the correct amount shall be affixed to the deed, all at Seller's expense. The deed shall contain a trust fund clause as required by Section 13 of the Lien Law.

adjustments  
at closing

9. The following are to be apportioned pro-rata to the date of transfer:

- (a) Rents as and when collected.
- (b) Interest on the Existing Mortgage.
- (c) Taxes, water rates and sewer rents based on the fiscal period for which assessed.
- (d) Premiums on existing transferable insurance policies and renewals on those expiring prior to closing.
- (e) Fuel, if any.
- (f) Deposits in escrow held under Existing Mortgage.

water meter  
readings

10. If there is a water meter on the Property, Seller shall furnish a reading to a date not more than thirty days prior to the time herein set for Closing. The unfixed meter charge and sewer rent, if any, shall be apportioned on the basis of this last reading.

Fire, other  
casualty  
condition of  
Property

11. This Contract does not provide for what happens in the event of fire or casualty loss before the title closing. Unless different provision is made in this Contract, Section 5-1311 of the General Obligations Law will apply.

12. Purchaser has inspected the buildings and improvements on the Property and the personal property included in this sale. Purchaser agrees to take title "as is" and in their present condition subject to reasonable use and natural deterioration between now and the time of closing.

seller unable  
to convey,  
liability

13. If Seller is unable to convey title in accordance with this Contract, Seller's only liability is to refund all money paid on account of this Contract and pay charges made for examining title.

Closing date  
and place

14. The Closing will take place at the office of **McGUIRK, LEVINSON, ZECOCOLA, SEAMAN, REINEKE & ORNSTEIN, P. C.** 542 Union Ave., New Windsor, N.Y. at 2:00 P.M. on or about 1/20/ 1986.

Broker

15. Purchaser represents that Purchaser has not dealt with any broker in connection with this sale other than **COLDWELL BANKER CURRIER & LAZIER REALTORS** in cooperation w/ **CARLSEN AGENCY** and Seller agrees to pay broker the commission earned (pursuant to separate agreement with broker).

Purchaser's  
lien

16. All money paid on account of this Contract, and the reasonable expenses of examination of the title to the Property and of any survey and inspection charges are hereby made liens on the Property. The liens shall not continue after default by Purchaser.

Notice

17. Any notice or other communication from one party to the other shall be in writing and sent by registered or certified mail in a postpaid envelope addressed to the party at the address above. The address above may be changed by notice to the other party.

Entire  
Agreement

18. All prior understandings and agreements between Seller and Purchaser are merged in this Contract. This Contract completely expresses their full agreement and has been entered into after full investigation. Neither party is relying upon statements made by anyone that is not a party to this Contract.

No Oral  
Change  
Successors

19. This Contract may not be changed or ended orally.

Multiple  
Parties

20. This Contract shall apply to and bind the distributees, executors, administrators, successors and assigns of the Seller and Purchaser.

21. If there are more than one Purchaser or Seller the words "Purchaser" and "Seller" used in this Contract includes them.

Signatures

Seller and Purchaser have signed this Contract as of the date at the top of the first page.

WITNESS

SELLER

PAUL WILSON, JR.

MARIAN WILSON  
PURCHASER

JOSEPH THOMAS PERAGINE

STATE OF NEW YORK, COUNTY OF  
On 19 before me personally came

STATE OF NEW YORK, COUNTY OF  
On 19 before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF  
On 19 before me personally came  
to me known, who, being by me duly sworn, did depose and say that he resides at No.

STATE OF NEW YORK, COUNTY OF  
On 19 before me personally came  
to me known and known to me to be a partner in

that he is the  
of  
the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

a partnership, and known to me to be the person described in and who executed the foregoing instrument in the partnership name, and said duly acknowledged that he executed the foregoing instrument for and on behalf of said partnership.

#### Adjournment

Closing of title under this Contract is adjourned to  
at  
and all adjustments are to be made as of

19, at o'clock,  
19

#### Assignment

Date: 19  
For value received, this Contract is assigned to

and Assignee assumes all obligations of the purchaser in the Contract.

Purchaser

Assignee of Purchaser

Seller

and

Purchaser

## Contract of Sale of Real Estate

Date  
Deed to pass on 19 19

STATE OF NEW YORK

County of

RECORDED ON THE

day of 19

at o'clock M.

in Liber of Deeds

at Page and examined

CLERK

SCHEDULE A

**SU** that piece or parcel of land situate, lying and being in the Town of New Windsor, Orange County, New York, more particularly bounded and described as follows:

**BEGINNING** at a point in the southerly line of Silver Stream Road at the northwesterly corner of lands conveyed by Henry Brune to John Petro and James Petro by deed dated September 18, 1956, and recorded in Orange County Clerk's Office on September 19, 1956 in Liber 1401 of Deeds at page 216, the said point of beginning being at the intersection of stone fences in the southerly line of said Silver Stream Road and the easterly line of a lane leading southerly from said Silver Stream Road to other lands of said Brune, and runs thence from said point of beginning along the easterly side of said lane south 15 degrees 45 minutes west 153.57 feet to a point; thence south 88 degrees 45 minutes east 131.17 feet to the westerly line of a proposed roadway 50 feet wide; thence along the said line north 1 degree 15 minutes east 150 feet to a point in the southerly line of said Silver Stream Road; thence along said line north 89 degrees 34 minutes west 92.73 feet to the point or place of beginning.

The said parcel as hereinbefore described being a part or portion of the lands in the above mentioned deed of Henry Brune to said John Petro and James Petro.

**SUBJECT** to the following covenants and restrictions:

1. That only one one-family residence dwelling shall ever be built upon a lot having a minimum area of 12,000 square feet, and only one garage for storage of not more than two automobiles shall be built or erected for use in connection with any such residence dwelling.
2. No building shall be erected nearer than 30 feet from the side line of the proposed roadway running south from Silver Stream Road and no building shall be erected nearer than 10 feet of the lateral lines of any lot.
3. The premises shall be used for residence purposes only and no residence dwelling erected thereon at a cost of not less than \$12,000.00.
4. No chickens, fowls or animals may be kept or harbored upon the premises excepting a reasonable number of household pets.
5. Sewage disposal and water supply systems shall be installed or constructed in accordance with the regulations of the New York State Department of Health.

**SUBJECT ALSO** to option granted by the parties of the first part or predecessors in title herein to the County of Orange, dated February 1, 1957, to purchase parcel containing 0.046 acres of land more or less for right of way as shown on R.O.W. Map No. 5 1/2 - County Road No. 59 (New Windsor-Part 1) - County Road No. 69 - made by C. E. Pennrich, reserving said parcel to the parties of the first part herein or predecessors in title. This piece is a small piece of land lying along the northerly line of the parcel herein conveyed and along the southerly line of Silver Stream Road.

**SUBJECT ALSO** to such state of facts as an accurate survey and personal inspection of the premises may disclose, provided same does not render the title thereto unmarketable.

**TOGETHER** with the right to the grantees, their heirs and assigns to use said proposed roadway 50 feet wide in common with others.